

AFTER RECORDING, RETURN TO:

Security Connections, Inc.
595 University Boulevard
Idaho Falls, ID 83401

OS8100109AI

Loan 4801117

[Space Above This Line For Recording Data]

MIN 100162500048011176

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 1st day of September, 2009, between Patrick Leggett ("Borrower") and ("Lender"), AmTrust Bank and Mortgage Electronic Registration Systems, Inc., ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated October 26, 2007 and granted or assigned to Mortgage Electronic Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Document Number, Book Number 2815, Page(s) Number 444, of the County of DeSoto, Records of Mississippi and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at:

1404 Fountain Gate Drive East, Hernando, Mississippi 38632
[Property Address]

the real property described being set forth as follows:
See Attached Exhibit A

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

MERS Phone: 1-888-679-6377

Loan Modification Agreement—Single Family—Fannie Mae Uniform Instrument
—THE COMPLIANCE SOURCE, INC.—
www.compliance-source.com

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1. As of **October 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$257,777.41** consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.500%**, from **October 1, 2009**. Borrower promises to make monthly payments of principal and interest of U.S. **\$1,503.45** beginning on the 1st day of **November, 2009**, and continuing thereafter on the same day of each succeeding month and will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on **November 1, 2037** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at or at such place as Lender may require.
3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

[Signatures on Following Page]

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EXECUTED as of the day and year first above written.

P. L. S. J. H. (Seal)
Patrick Leggett -Borrower

____ (Seal)
- Borrower

Witnessed By:

Jennifer Dotson
Signature

JENNIFER DOTSON
Print Name

Barbara Wilson
Signature

Barbara Wilson
Print Name

ACCEPTED AND AGREED TO BY THE OWNER AND HOLDER OF SAID NOTE:

Donna Will (Seal)
-Lender

Sharon Hilton
Mortgage Electronic Registration Systems, Inc.

By: Sharon Hilton
SHARON HILTON, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires Nov. 15, 2012



[Acknowledgment on Following Page]

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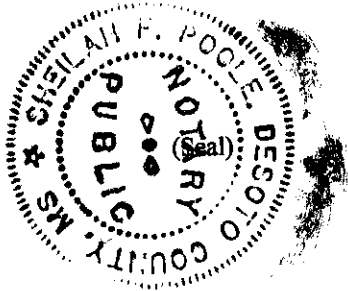
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BORROWER ACKNOWLEDGMENT

State of	Mississippi	§	MISSISSIPPI STATEWIDE NOTARY PUBLIC
		§	MY COMMISSION EXPIRES DEC. 4, 2010
County of	Desoto	§	BONDED THRU STEGALL NOTARY SERVICE

This instrument was acknowledged before me on September 25, 2009 By Patrick Leggett



Sheila H. Poole
Notary Public, State of Mississippi
My Commission Expires: December 4, 2010

LENDER ACKNOWLEDGMENT

State of	Ohio	§	
		§	
County of	Cuyahoga	§	

The foregoing instrument was acknowledged before me on October 21, 2009 [date],
by DORNA Wilson, Vice President [name of officer or agent, title of officer or agent]
of AmTrust Bank [name of corporation acknowledging], a
[state or place of incorporation] corporation, on behalf of the corporation.

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ISSUED BY ALLIANCE TITLE & ESCROW LLC

Lawyers Title Insurance Corporation

BK 2,815 PG 457

**EXHIBIT A**

File No.: 07090077

Lot 53, Fountain Gate Subdivision, situated in Section 9, Township 3 South, Range 7 West, DeSoto County, Mississippi, as per plat record in Plat Book 79, Pages 33-38 in the Land Records of the Chancery Clerk's Office of DeSoto County, Mississippi.

Property Address:

1404 FOUNTAIN GATE EAST
HERNANDO, MS 38632

Being the same property conveyed to EBI, Inc., a Mississippi Corporation, by Warranty Deed, from Hernando Green Development, Inc., a Mississippi Corporation, by and through its duly authorized officer, dated 07/30/2002, filed for record on 08/01/2002, in Book 0425, Page 0298, in the aforesaid Chancery Clerk's Office.

Also, being the same property conveyed to Gustafson Properties, by Warranty Deed, from EBI, Inc. a Mississippi Corporation, dated 06/27/2006, filed for record on 06/29/2006, in Book 532, Page 601, in the Chancery Clerk's Office.

ALTA Commitment
Exhibit A

ORIGINAL

Commitment No. 07090077
Exhibit A

Valid only if Insuring Provisions and Schedules A
and B are attached.

(07090077.PFD/07090077/10)